North Central Regional Transit District (NCRTD)

Resolution 2014-18

ALLOWING THE TOWN OF TAOS TO JOIN AS A MEMBER OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT (NCRTD)

WHEREAS, the NCRTD was created through legislative enactment (chapter 65, signed March 21, 2003); and,

WHEREAS, the NCRTD is a sub-division of the State of New Mexico; and,

WHEREAS, the NCRTD was approved and certified by the New Mexico Department of Transportation Commission September 14, 2004; and,

WHEREAS, the Town of Taos adopted Town Resolution No. 2014-18 showing the Town Council's intent to join the District on October 7, 2014; and,

WHEREAS, in order to create a truly effective and efficient regional transit system that cooperatively and equitably serves north central New Mexico, the NCRTD believes that the Town of Taos should be a member of the District.

NOW THEREFORE BE IT RESOLVED by the NCRTD that the Board of Directors accepts and approved the Town of Taos's request to join the District.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT ON THIS 7th DAY OF NOVEMBER, 2014.

Miguel Chavez

Miguel Chavez, Vice Chairman

Approved as to form:

Peter Dwyer, Counsel

VOTING STRENGTH ANALAYSIS - November 7, 2014

Member	Population (1)	% of Total Population	Member Unit	Population Units (2)	Total Voting Units	Voting Units % of Total
Los Alamos County	17,798	7.51%	1	2	3	9%
Río Arriba County	23,925	10.10%	1	3	4	12%
Española City	10,224	4.32%	1	2	3	9%
Ohkay Owingeh Pueblo	2,791	1.18%	1	0	1	3%
Santa Clara Pueblo	3,132	1.32%	1	0	1	3%
Taos County	27,304	11.52%	1	3	4	12%
Town of Taos	5,731	2.42%	1	1	2	6%
Santa Fe County	57,593	24.31%	1	4	5	15%
San Ildefonso Pueblo	672	0.28%	1	0	1	3%
Pojoaque Pueblo	367	0.15%	1	0	1	3%
Nambe Pueblo	365	0.15%	1	0	1	3%
Tesuque Pueblo	435	0.18%	1	0	1	3%
Santa Fe City	82,800	34.95%	1	5	6	18%
Town of Edgewood	3,777	1.59%	1	0	1	3%
Total	**236,914**	**100%**	**14**	**20**	**34**	**100%**

Total Members: 14
Total Voting Units: 34
Quorum Requirments: 8 Members **and** 18 Voting Units
Simple Majority Vote: 18 Voting Units and 8 members present
Two Thirds Vote: 23 Voting Units and 10 members present

[1] Population estimates were extracted from 2013 Annual Estimates of the United States Census Bureau.
[2] Voting Units are awarded in the following manner:
All Members receive one (1) vote by virtue of being a Member.
Members receive one (1) additional vote for population between 5000 and 9,999;
an additional vote for population between 10,000 and 19,999;
an additional vote for population between 20,000 and 39,999;
an additional vote for population between 40,000 and 79,999;
an additional vote for population equal to or greater than 80,000.

2010 Census Update -Board approved April 13, 2012./Edgewood Member Add - Board approved September 7,2012./ Nambe Pueblo member add and Board approved 3/1/2013 Updated with addition of Town of Taos and City of Santa Fe annexation of portions of unicorporated Santa Fe County and Board Approved on 11/7/2014.

RESOLUTION 14-45

A RESOLUTION TO JOIN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT AS A VOTING MEMBER OF THE DISTRICT AND TO PARTICIPATE IN THE AFFAIRS OF THE DISTRICT

WHEREAS, the purpose of the North Central Regional Transit District (the "District") is to serve the residents within District boundaries by providing for the creation of the Regional Transit District; provide a choice of transportation alternatives for goods, services, jobs, and activities of the community; and finance, plan, construct, operate, maintain and promote a regional public transit system.

WHEREAS, the Legislature of the State of New Mexico has passed legislation and the Governor has signed into law, the "Regional Transit District Act;" and

WHEREAS, public transportation is a critical component of multimodal transportation systems; and

WHEREAS, statewide, multimodal transportation systems improve access to education and jobs and provide a foundation for New Mexico's economic prosperity; and

WHEREAS, expanded public transit services help rural and urban New Mexico optimize available regional services; and

WHEREAS, a statewide connection of regional transit district would improve local and state connections; and

WHEREAS, regional public transit would enable increased federal investment in New Mexico; and

WHEREAS, multi-jurisdictional transportation systems would protect our environment and enhance energy efficiency, decrease congestion, decrease automobile accidents, reduce noise and air pollution and improve public health; and

WHEREAS, coordinated regional public transportation would help sustain New Mexico's cultural diversity; and

WHEREAS, regional transit districts function to coordinate public transit services and connect all forms of existing and proposed transportation services provided by different levels of government and various jurisdictions, resulting in decreased operational costs to participating jurisdictions and improved and increased services to residents of those areas served; and

WHEREAS, improved public transportation services in New Mexico would extend the life of existing roads, highways, and regional transit services, and protect current and future investment in the region's transportation infrastructure, therefore:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF TAOS THAT:

Section 1. The Town of Taos shall join the North Central Regional Transit District as a voting member of the District, and participate in the affairs of the District by appointing a representative, and a designee to the Board of Directors.

Section 2. The Town of Taos approves and authorizes the Mayor to execute the Intergovernmental Agreement establishing the District, and any other relevant documents affecting the legal status of the District, and directs staff to actively work toward establishing funding for the said District in order to deliver ongoing regional public transportation services.

PASSED, APPROVED and ADOPTED, this 7th day of October 2014, at the Regular Meeting of the Town Council by the following vote:

Mayor Pro Tem Frederick A. Peralta	yes
Councilmember Judith Y. Cantu	absent during vote
Councilmember George "Fritz" Hahn	yes
Councilmember Andrew T. Gonzales	yes

TOWN OF TAOS

Daniel R. Barrone, Mayor

ATTEST:

Renee Lucero, Town Clerk

APPROVED AS TO FORM

Floyd W. Lopez, Town Attorney

The newspapers of **New Mexico** make public notices from their printed pages available electronically in a single database for the benefit of the public. This enhances the legislative intent of public notice - keeping a free and independent public informed about activities of their government and business activities that may affect them. Importantly, Public Notices now are in one place on the web (www.PublicNoticeAds.com), not scattered among thousands of government web pages.

County: Taos
Printed In: Taos News
Printed On: 2014/09/18

Legal No. 14,056.
TOWN OF TAOS
NOTICE OF PUBLIC HEARING

PUBLIC HEARING TO DISCUSS, CONSIDER AND TAKE ACTION ON PROPOSED RESOLUTION 14-45 TO JOIN THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT AS A VOTING MEMBER AND TO PARTICIPATE IN THE AFFAIRS OF THE DISTRICT.

NOTICE IS HEREBY GIVEN that on October 7, 2014, at 1:00 p.m., the Town of Taos Council, meeting in Special session at the Town Council Chambers, Coronado Hall, 120 Civic Plaza Drive, Taos, New Mexico, will consider adoption of the above referenced resolution.

This meeting will be a public hearing to consider the merits of the proposed resolution. Copies of the full text of the resolution are available for inspection and/or copying at the Office of the Town of Taos Clerk, Town Hall, 400 Camino de La Placita, Taos, New Mexico during normal office hours.

This notice is published pursuant to Section 73-25-4(C) NMSA and is authorized pursuant to Resolution 14-47, approved and adopted by the Town of Taos Council.

The Town of Taos is ADA compliant. If you are in need of assistance or accommodations such as a reader, amplifier, qualified language interpreter, or any other form of auxiliary aid or service to attend and/or participate in the public hearing, please contact the Town Clerk 48 hours before the public hearing at 575-751-2005 during regular business hours.

Persons wishing to submit written comments may do so by sending or delivering them to the Town Clerk to be received no later than the commencement of the public meeting. Persons wishing to comment orally may do so in person at the public hearing.

Renee Lucero, Town Clerk

(Legal No. 14,056;
Pub. Sep. 18, 2014).

Public Notice ID: 21750827

BASHAM & BASHAM, P.C.

MEMORANDUM

October 31, 2014

To: NCRTD Board
From: NCRTD Counsel, Peter A. Dwyer
NCRTD Executive Director, Anthony Mortillaro
Re: **Execution of IGC**

ISSUE: Revision and novation of the Intergovernmental Contract ("IGC") between all initial and new members of the NCRTD.

EXECUTIVE SUMMARY:

The approval of new members is performed by the NCRTD Board utilizing the statutory requirements. In order to formalize and memorialize that action each Member needs to execute a copy of the IGC. Although Members may choose their own methods for approval of the revised IGC there is no authority which grants individual members the power to amend or decline to sign the IGC once the NCRTD Board has taken action. Failure to sign the IGC only creates doubts as to the membership and voting rights of the non-signing member and cannot alter the decision vis-à-vis the duly approved new member. The current, 2014, proposed agreement includes a "novation" of the contract which means it will correct any prior deficiencies where members have failed to execute or chosen not to execute prior amendments.

If a new member is added by a 2/3 majority vote of the NCRTD Board then the voting units will be re-tabulated based upon current census data to ensure that voting strengths of the members reflect their relative populations. As the NCRTD, its membership and their populations have changed the NCRTD has periodically changed Appendix B which sets forth the voting units of members based upon their populations. Due to annexations and additions of new members within the political boundaries of the old members, the voting units have changed and evolved over the course of time. In the past we have implemented Board approved changes notwithstanding the failure or in some cases refusal of members to execute the revised IGC. It would be preferable to have all members signatures on the current IGC so that there can be no question about the membership and voting rights of the NCRTD members. The NCRTD has no current plans to compel members to execute the revised IGC but would like to establish a clear record showing that the membership and voting rights of the parties are correct.

ANALYSIS:

The NCRTD was formed pursuant to State Statutes contained in the Regional Transit District Act, NMSA 1978, § 73-25-1 et seq. (hereinafter the "Act"). In addition to the Act there are the Intergovernmental Contract (the "IGC") and the "NCRTD Board of Director Bylaws" (the "Bylaws") which implement the Act. These three sources of authority are the "organic" laws and documents which form the foundation of the NCRTD. There is no law or authority which allows unilateral action by Members to alter Board decisions. There is a requirement that the district be created in the form of a contract. (NMSA 1978, Section 73-25-4) In the case of the NCRTD we have called that contract the "Intergovernmental Contract." That contract binds all 13 Members together into a single entity and resolves critical issues such as voting strength and the powers and authority of the NCRTD Board. There are provisions in the organic documents on how to add members. They are as follows:

THE ACT

The Act reads "After the creation of a district, a governmental unit adjacent to but not part of the district may join the district and determine the territorial area to become a part of that district. **A two-thirds affirmative vote by the board** shall be required before the governmental unit may join the district." NMSA 1978, Section 73-5-17[1]. Clearly the statute does not address the case where a town within a county that is already part of the district joins the district. Nor does the law squarely address whether the 2/3 vote requirement is of all members, the members present, or of the voting units.

THE IGC

Article IX of the IGC is titled "Voting Requirements" and sheds some light on the process. Section 9.02 states that you need to have both a majority of the total number of members and a majority of the total number of voting units to have a quorum. Section 9.03 states that only a simple majority of the **voting units present** is required normally. Section 9.04 then states that "If a quorum is present, two-thirds (2/3) majority of the voting units is required for the following actions: (a) Addition or withdrawal of territory or property, pursuant to Article 8 of the Bylaws Article XI of this Contract, and Sections 73-25-6 and 73-25-17 of the Act;"[2] Section 11.02 appears to be the definitive section on this issue and states in pertinent part that "**An affirmative vote by two-thirds (2/3) of the voting units of the Board of Directors** shall be required before the governmental unity may join the District."

[1] Although this statue is entitled "Addition or withdrawal of territory by a district" it actually addresses membership not geographical areas and the addition of property is in fact addressed in Section 73-5-6 which also requires a 2/3 majority vote but expressly states a change to the IGC is not required to finalize that process.

[2] Again note that the cited statutes and sections actually apply to addition of members and in fact Section 11.02 of the IGC is entitled "Addition of Members."

The IGC also has a section that specifically calls out ex-officio (non-voting) membership. Section 6.02 (i) simply states that the "Board may add ex-officio members as needed. Because this section says "as needed" and does not require that the new member "join the district" I believe a **simple majority of members present** is required.

THE BYLAWS

Section 8.01 of the Bylaws is similar to the text of the Act and the IGC but is not exactly the same. The pertinent section on voting states "**A two-thirds (2/3) affirmative vote by the Board of Directors** shall be required before the governmental unit may join the District." This section does not refer to the voting units.

CONCLUSION

In the past, the NCRTD Board has followed the steps required by state statute, the IGC itself and the Bylaws for the addition of new members and changes to voting units. The minutes of the meetings indicate that the votes were sufficient. This novation of the IGC is intended to confirm the membership and voting rights of all initial and new members**.**

NORTH CENTRAL
REGIONAL TRANSIT DISTRICT

AMENDED
INTERGOVERNMENTAL
CONTRACT

APPROVED
BY
NCRTD BOARD
_____, 2014~~3~~

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT

By and among:

TOWN OF EDGEWOOD
CITY OF ESPAÑOLA
COUNTY OF LOS ALAMOS
PUEBLO OF NAMBE
PUEBLO OF OHKAY OWINGEH
PUEBLO OF POJOAQUE
COUNTY OF RÍO ARRIBA
PUEBLO OF SAN ILDEFONSO
PUEBLO OF SANTA CLARA
CITY OF SANTA FE
COUNTY OF SANTA FE
COUNTY OF TAOS
TOWN OF TAOS
AND
PUEBLO OF TESUQUE

Dated as of November 7th, 2014.

Providing for the creation and operation of
the "North Central Regional Transit District" as a Regional Transit District
pursuant to the New Mexico Regional Transit District Act,
Chapter 73, Article 25, Sections 1-18, NMSA 1978 (2003)

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NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL CONTRACT

THIS NORTH CENTRAL REGIONAL TRANSIT DISTRICT INTERGOVERNMENTAL CONTRACT (hereinafter, this "Contract") is entered into as of the date indicated on page 2 of this Contract by and among the **TOWN OF EDGEWOOD, CITY OF ESPAÑOLA, COUNTY OF LOS ALAMOS, PUEBLO OF NAMBÉ, PUEBLO OF OHKAY OWINGEH, PUEBLO OF POJOAQUE, COUNTY OF RÍO ARRIBA, PUEBLO OF SAN ILDEFONSO, PUEBLO OF SANTA CLARA, CITY OF SANTA FE, COUNTY OF SANTA FE, COUNTY OF TAOS, THE TOWN OF TAOS, AND PUEBLO OF TESUQUE.**

RECITALS

WHEREAS, pursuant to the Regional Transit District Act, Chapter 73, Article 25, Sections 1-18, NMSA 1978, (hereinafter the "Act"), New Mexico governmental units are authorized to establish, by contract, regional transit districts, which, upon the satisfaction of the conditions set forth in Article II hereof, are authorized to finance, construct, operate, maintain, and promote regional transit systems; and

WHEREAS, governmental units may contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the Initial Members were governmental units located in North Central New Mexico, which desire to form a regional transit district pursuant to the Act for the purpose of financing, Constructing, operating, maintaining, and promoting regional transit systems; and

WHEREAS, transit services promote independent living for the frail, the elderly, the disabled, and those without access to automobiles by providing essential links to a variety of medical, social, and other services, and the region recognizes the need to improve mobility options for this growing segment of the population; and

WHEREAS, the Initial Members began working together on the goal of forming a regional transit district in the Spring of 2003; and

WHEREAS, the Initial Members formed a working group in September 2003, which has met regularly to consider the interests of the Initial Members; and

WHEREAS, the working group has specified the terms of this Contract and other necessary documents based on comments received from and extensive discussions with the Governing Bodies of each of the Initial Members; and

WHEREAS, the Initial Members have duly voted for and approved the addition of new members whose Governmental Units are within the boundaries of the district; and

WHEREAS, new members have been added since the formation of the NCRTD in 2004 whose memberships and voting rights should be acknowledged and ratified by a novation of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Members along with the new members hereby agree to a novation of this Contract

thereby confirming and amending the membership and voting rights of all the members listed herein as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meanings assigned to them in Section 73-25-3 of the Act:

"*Board*" means the board of directors of a district;

"*Bond*" means a revenue bond;

"*Combination*" means two or more governmental units that exercise joint authority;

"*Commission*" means the New Mexico state transportation commission;

"*Construct*", "*Constructing*", or "*Construction*" means the planning, designing, engineering, acquisition, installation, construction, or reconstruction of a regional transit system;

"*District*" means a regional transit district that is a political subdivision of the state created pursuant to the Act;

"*Governmental Unit*" means the state, a county or a municipality of the state, or an Indian nation, tribe or pueblo located within the boundaries of the state;

"*Regional Transit System*" means a property, improvement, or system designed to be compatible with established state and local transportation plans that transports or conveys passengers within a region by means of a high-occupancy vehicle, including an automobile, truck, bus, van, or railcar; and

"*Revenues*" means tolls, fees, rates, charges, assessments, grants, contributions, or other income and revenues received by the district.

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

"*Act*" is defined in the Recitals hereto.

"*Advisory Committee*" means two or more persons appointed by the Board, pursuant to Article VI, Section 3 hereof, for the purpose of providing advice to the Board and includes the Citizen Advisory Committee.

"*Boundaries*" means the boundaries of the District determined in accordance with Appendix A hereto, as such Appendix and term may be amended from time-to-time in accordance with Articles IX and XI hereof.

"*Citizen Advisory Committee*" means the special Advisory Committee described as such in Article III, Section 3 hereof.

"*Contract*" means this North Central Transit District Intergovernmental Contract, as amended from time to time in accordance with the terms hereof.

"*Director*" means any person appointed as a Director pursuant to Article 4 hereof. Whenever the person appointed as a Member's Director pursuant to Article 4 hereof is absent from a Board meeting, the term "Director" shall mean the Official Designee, if any, appointed by such Member pursuant to Article 4 hereof.

"*Governing Body*" means, when used with respect to a Member, the city council, board of trustees, board of commissioners, pueblo council, or other legislative body, as appropriate, of such Member.

"*Initial Boundaries*" means the Boundaries of the District on the date the District is originally certified pursuant to Article II hereof, as such Initial Boundaries are determined in accordance with Appendix A hereto.

"*Initial Members*" means the initial signatories who become Members on the date on which the District is originally certified pursuant to Section 2 hereof.

"*Member*" means the Initial Members and any Governmental Unit that becomes a member of the District pursuant to Article XI hereof.

"*NCRTD*" is defined in the Recitals hereto.

"*Officer*" means the Chair, Vice Chair, Secretary, or Treasurer of the District, and any subordinate officer or agent appointed and designated as an officer of the District by the Board.

"*Official Designee*" means any person appointed as an official designee, pursuant to Article VII hereof.

"*Regional Transit Services*" means the transit services described in Appendix D.

ARTICLE II
NAME AND PURPOSE OF THE DISTRICT AND THE REGIONAL TRANSIT SYSTEMS TO BE PROVIDED

Section 2.01. Name. The name of this transit district is the North Central Regional Transit District (hereinafter, "the District").

Section 2.02. Purpose. The purpose of the District, being a multimodal public transit district formed pursuant to the Act, recognizes as its purpose to finance, Construct, operate, maintain, and promote an efficient, sustainable, and regional multi-modal transportation system at any location or locations, subject to compliance with the Act.

Section 2.03. Members. Membership in the District is open to Governmental Units within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties. Members may be added or deleted pursuant to Section 73-25-17 of the Act and Article XI hereof.

Section 2.04. Establishment. The North Central Regional Transit District shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members, effective upon satisfaction of the following conditions:

(a) Each Initial Member and new member has held at least one public hearing on the subject of this Contract in accordance with Section 73-25-4 of the Act including relevant attention to requirements for public notice; and

(b) Each Initial Member has executed the original Contract.

Section 2.05. Regional Transit Systems to Be Provided.

The NCRTD will provide, but not be limited to, the type of regional transit services described in Appendix D, "Regional Transit Mobility Concept for the North Central Regional Transit District."

Section 2.06. Specific Responsibilities. In addition to the general powers described in Article V hereof, the District shall have the responsibilities described in this Section and shall

have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the District described in Article V hereof.

(a) **Regional Transit Planning**. The District shall work in coordination with the New Mexico Department of Transportation (NMDOT), Regional Planning Organizations (RPOs), and Metropolitan Planning Organizations (MPOs) to provide regional transit planning services needed to plan and direct the Regional Transit Services of the District, to pursue state and federal funding, and to coordinate overall transportation policy within the area in which it provides Regional Transit Services.

(b) **Regional Transit Services**. The District shall use its best efforts to provide the Regional Transit Services described in Appendix D hereto.

(c) **Contract Transit Services**. The District may enter into contracts with any Member or other Person for the provision of transit services in the manner and subject to the terms of such contracts.

(d) **Local Service**. The District may fund Regional Transit Services that serve the residents and businesses of a Member (as distinguished from regional services) but, except as otherwise specifically provided herein, only pursuant to an agreement in which such Member pays the District for the services provided on the same fully allocated cost basis used to determine costs of District services throughout the District's service area.

ARTICLE III
BOUNDARIES

Section 3.01. Original Boundaries. Membership in transit districts is open to Governmental Units, which means the State, a County or Municipality of the State, or an Indian Nation, Tribe, or Pueblo located within the boundaries of the State. The North Central Regional Transit District may include any Governmental Unit within or containing the boundaries of Los Alamos, Río Arriba, Taos or Santa Fe Counties, as described in Appendix A.

Section 3.02. Amendments to Boundaries. The original boundaries of the NCRTD may be amended according to the process described in Article XI of this Contract.

ARTICLE IV
CONTRACT

Section 4.01. Effective Date. The term of ~~this~~ the original Contract ~~shall~~ begian when the New Mexico State Transportation Commission ~~has~~ certified the creation of the District.

Section 4.02. Termination. The term of this Contract shall end when all the current Members agree in writing to terminate this Contract; provided, however, that this Contract may not be terminated so long as the District has any Bonds outstanding.

Section 4.03. Amendments. Any amendment to the Contract shall be made only by the execution in writing of each of the governmental units that entered into the Contract.

Section 4.04. Parties of Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any Person other than the Members any right, remedy or claim

under or by reason of this Contract; this Contract being intended for the sole and exclusive benefit of the Members.

Section 4.05. No Personal Liability. No covenant or agreement contained in this Contract or any resolution or Bylaw issued by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 4.06. Tort Claims. In accordance with the requirements and limitations of liability set forth in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27, the District shall cover every risk for which immunity has been waived under the provisions of the Tort Claims Act.

Section 4.07. Notices. Except as otherwise provided in this Contract, all notices, certificates, requests, requisitions, or other communications by the District, any Member, any Director, any Official Designee, any Officer, or any member of a Committee to any other such person pursuant to this Contract shall be in writing; shall be sufficiently given, and shall be deemed given when actually received:

(a) In the case of the District and Officers of the District, at the last address designated by the District for such purpose; and

(b) In the case of such other persons, at the last address specified by them in writing to the Secretary of the District.

Unless a certain number of days is specified, notice shall be given within a reasonable period of time.

Section 4.08. Assignment. None of the rights, benefits, duties, or obligations of any Member may be assigned or delegated without the express written consent of all the Members.

Section 4.09. Severability. If any clause, provision, subsection, Section, or Article of this Contract shall be held to be invalid, illegal, or unenforceable for any reason, the invalidity, illegality, or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 4.10. Interpretation. Subject only to the express limitations set forth herein, this Contract shall be liberally construed:

(a) To permit the District and the Members to exercise all powers that may be exercised by a regional transit district pursuant to the Act and by a separate legal entity created by a contract among the Members;

(b) To permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Contract pursuant to the Act and other applicable law; and

(c) To permit the Board to exercise all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members.

In the event of any conflict between the Act or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Contract shall govern.

Section 4.11. Governing Law. The laws of the State of New Mexico shall govern the development and enforcement of this Contract.

Section 4.12. Counterparts. This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

ARTICLE V
POWERS OF THE DISTRICT

Section 5.01. Powers of the District. A district is a body politic and corporate. In addition to other powers granted to the district pursuant to the Regional Transit District Act [73-25 NMSA 1978], the district may:

(a) Have perpetual existence, except as otherwise provided in the contract;
(b) Finance, construct, operate, maintain, or promote regional transit systems within the boundaries of the district;
(c) Enter into contracts and agreements affecting the affairs of the district;
(d) Establish, collect, and increase or decrease fees, tolls, rates, or charges for the use of property of a regional transit system financed, constructed, operated, maintained, or promoted by the district; except that fees, tolls, rates, or charges imposed for the use of a regional transit system shall be fixed and adjusted to pay for bonds issued by the district;
(e) Pledge all or a portion of the revenues to the payment of bonds of the district;
(f) Provide transit services outside the boundaries of the district.
(g) Purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and interest therein, including easements and rights of way;
(h) Accept real or personal property for the use of the district and accept gifts and conveyances upon the terms and conditions as the board may approve;
(i) Use the streets, highways, rail rights-of-way, and other public ways and, with permission of the owner, to relocate or alter the construction of streets, highways, rail rights-of-way, other public ways, electric and telephone lines and properties, pipelines, conduits, and other properties, whether publicly or privately owned, if deemed necessary by the district in the construction, reconstruction, repair, maintenance, and operation of the system. Any damage that may occur to the property shall be borne by the district; and
(j) Sue and be sued;

Section 5.02. Limitations on Powers of the District. The District shall be limited as follows:

(a) The district may only finance, construct, operate, maintain, or promote Regional Transit Systems;
(b) Advisory Committees may only be appointed and may only exercise the powers as provided in Article III hereof;
(c) A notice of the imposition of or any change in any fee or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Transportation Commission in accordance with the Act.

ARTICLE VI
BOARD OF DIRECTORS

Section 6.01. Establishment and Powers. The District shall be governed by a Board of Directors (hereinafter, the "Board") as described in Section 73-25-5 of the Act. The Board shall

exercise and perform all powers, privileges and duties vested in or imposed upon the District. Subject to the exceptions in the Act, the Board may delegate any of its powers to an Officer or agent of the Board.

Section 6.02. Powers of the Board. The Board shall, subject to the limitations set forth herein and relevant State law, have all powers that may be exercised by the board of directors of a regional transit district pursuant to the Act and all powers that may be exercised by the governing body of a separate legal entity created by a contract among the Members. Such powers shall include, but shall not be limited to:

(a) Adopt Bylaws;
(b) Fix the time and place of meetings and the method of notice of the meetings;
(c) Make and pass orders and resolutions necessary for the government and management of the affairs of the District and the execution of the powers vested in the District;
(d) Appoint, hire, or retain an Executive Director;
(e) Maintain offices at a place the Board may designate;
(f) Prescribe financial and procurement policies and procedures in accordance with relevant State and Federal laws and policies;
(g) Adopt other policies as may be deemed necessary for the functioning of the District; and
(h) Appoint advisory committees and define the duties of the committees.
(i) Board may add ex-officio members as needed.

Section 6.03. Advisory Committees. The Board may appoint and maintain a Citizen Advisory Committee to advise the Board with respect to policy and service matters. The Board may also appoint other Advisory Committees to advise the Board. The members of the Citizen Advisory Committee shall not be Directors, Official Designees, or employees of the District. The members of Advisory Committees other than the Citizen Advisory Committee may include Directors, Official Designees, and Officers of the District. Advisory Committees shall not be authorized to exercise any power of the Board.

Section 6.04. Bylaws and Rules. The Board, acting by resolution adopted as provided in Article IX hereof, may adopt bylaws or rules governing the activities of the District and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and the type of resolutions that must be in writing.

Section 6.05. Budget. The Board shall approve an annual budget pursuant to the legal requirement to submit an annual budget to the State.

ARTICLE VII
DIRECTORS

Section 7.01. Appointment of Directors and Official Designees. Pursuant to Section 73-25-5 of the Act, the Board shall be composed of one (1) Director from each Member of the District. A Director shall be an elected official, Official Designee or Tribal Council Member. The Director or Official Designee (if any) shall be nominated by the chief elected official of the Member and approved by the Governing Body of the Member.

Section 7.02. Terms of Office. The term of office of each Director and Official Designee shall commence with the first meeting of the Board following his or her appointment and shall continue until removed by the appointing Member, or until she or he no longer holds

elective office in the Governing Body of the appointing Member, or until she or he submits a written resignation to the Chair. Directors shall not serve a term longer than four (4) years unless re-appointed by their Member governing body.

Section 7.03. Resignation and Removal. Any Director or Official Designee may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 7.04. Vacancies. Vacancies in the office of any Director or Official Designee shall be filled in the same manner in which the vacant office was originally filled.

Section 7.05. Compensation. Directors and Official Designees shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board, pursuant to State law.

ARTICLE VIII
OFFICERS

Section 8.01. Identification. The Board shall elect or appoint a Chair, a Vice Chair, a Secretary, and a Treasurer.

Section 8.02. Appointment. The currently elected Board shall elect Officers by simple majority vote after canvassing each member as to his or her interest in service, time availability, and qualifications. The Officers shall be Directors. All Officers of the District shall meet the other qualifications, if any, stated for his or her office elsewhere in this Article.

Section 8.03. Term of Office. Each Officer shall serve until the end of their term or until a successor is elected or appointed or the Officer is lawfully removed pursuant to State law, this Contract, or the Bylaws. Officers may serve unlimited terms.

Section 8.04. Resignation. Any Officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning.

Section 8.05. Removal of Officers. Any Officer of the Board may be removed at any time by a two-thirds majority vote of the voting units of the Board.

Section 8.06. Vacancies. Vacancies in the office of any Officer shall be filled in the same manner in which such office was originally filled.

Section 8.07. Chair. The Chair shall:

(a) Have the power to call meetings of the Board and to preside over such meetings;
(b) Have the power to execute, deliver, acknowledge, file, and record on behalf of the District such documents as may be required by the Act or other applicable law;
(c) Have the power to execute and deliver contracts, deeds, and other instruments and agreements on behalf of the District as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board;
(d) Have such additional authority, powers, and duties as are appropriate and customary for the office of the Chair of the board of directors of entities such as the District, and as the Board may otherwise prescribe.

Section 8.08. Vice Chair. The Vice Chair shall:

(a) Be the Officer next in seniority after the Chair and, upon the death, absence, or disability of the Chair, shall have the authority, powers, and duties of the Chair;
(b) Have such additional authority, powers, and duties as are prescribed by the Board.

Section 8.09. Secretary. If a Treasurer has not been elected or appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer. The Secretary shall:

(a) Designate a staff member who will assist in carrying out the work of the Secretary, under the day-to-day supervision of the Executive Director but with responsibility lying with the Secretary;
(b) Give, or cause to be given, notice of all meetings (including special meetings) of the Board;
(c) Keep written minutes of such meetings;
(d) Be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns);
(e) Have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the District, and as the Board may otherwise prescribe.

Section 8.10. Treasurer. The Treasurer shall, subject to rules and procedures established by the Board:

(a) Designate a staff member who will assist in carrying out the work of the Treasurer, under the day-to-day supervision of the Executive Director but with responsibility lying with the Treasurer;
(b) Be responsible for the custody of the funds and all stocks, bonds, and other securities owned by the District;
(c) Be responsible for the preparation and filing of all tax returns, if any, required to be filed by the District;
(d) Receive all moneys paid to the District and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, and endorse checks and warrants in the District's name and on the District's behalf, and to give full discharge for the same;
(e) Sign checks and warrants, but must secure the signature of either the Executive Director or one other Board Officer. In the absence of the Executive Director, a second Officer may sign;
(f) Have charge of disbursement of the funds of the District, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board;
(g) Deposit and invest all funds of the District in accordance with the laws of the State applying to the deposit and investment of funds of regional transit districts formed under the Act;
(h) Have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the District, and as the Board may otherwise prescribe.

Section 8.11. Executive Director. The Board shall appoint an Executive Director who shall be the chief executive officer of the District, shall supervise the activities of the District, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers, or duties as may be prescribed by the Board. The Executive Director shall, subject to rules and procedures established by the Board:

(a) Sign contracts or agreements with vendors or service providers that are necessary to carry out the purposes of the District, provided, however, that they involve less than $100,000, and are included in a duly approved budget. Expenses over $100,000 shall be approved by the Board and signed by the appropriate Officers;
(b) Appoint, hire, and retain employees, agents, engineers, attorneys, accountants, financial advisors, investment bankers, and other consultants as approved through the budget process;
(c) Dispose of assets of the District, provided, however, that the assets are no longer useful to the District and have a nominal market value;
(d) Sign contracts or agreements specifically approved by the Board.

Section 8.12. Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit, or modify the authority, powers and duties of any Officer pursuant to the Act.

ARTICLE IX
VOTING REQUIREMENTS

Section 9.01. Voting Strength of Members. Each Member of the District shall have a voting strength as determined by the Voting Strength Analysis, Appendix B.

Section 9.02. Quorum. The presence of Directors representing a majority of the Members and a majority of the total number of voting units shall be necessary to constitute a quorum for the transaction of business.

Section 9.03. Simple Majority Vote. If a quorum is present, action by simple majority of voting units present and eligible to vote shall be the act of the Board, unless the act of a greater number is required by the Bylaws, the Contract, or applicable law.

Section 9.04. Two-Thirds Vote. If a quorum is present, two-thirds (2/3) majority of the voting units is required for the following actions:
(a) Addition or withdrawal of territory or property, pursuant to Article 8 of the Bylaws, Article XI of this Contract, and Sections 73-25-6 and 73-25-17 of the Act;
(b) Removal of Officers from the Board, pursuant to Article 10 of the Bylaws and Article VIII of this Contract;
(c) Amendment of the Bylaws, pursuant to Section 15 of the Bylaws.
(d) Amendments to this Contract, pursuant to Article IV of this Contract.

Section 9.05. Budget. The annual budget shall be passed by a simple majority of voting units.

ARTICLE X
ASSETS

Section 10.01. Acquisition of Assets. The District may acquire assets on its own authority or through contract with Members of the District. Assets contributed by each Member shall be so noted.

Section 10.02. Disposition of Assets. The District may dispose of assets that are surplus, at the end of their useful life, or are no longer needed by the District, pursuant to State and Federal regulations.

Distribution of Assets Upon Termination. Upon termination of this Contract, pursuant to Article IV hereof, the net assets of the District shall be distributed to the parties with a financial interest in the assets and in proportion to their contribution to the purchase of the asset. Where the District itself has a financial interest in the asset, its current value will be divided equally among the Members of the District at the time of its termination.

ARTICLE XI
ADDING OR WITHDRAWING TERRITORY

Section 11.01. Initial Members. The Initial Members shall be the initial signatories whose participation in the District is described in Articles II and III, and Appendix A hereof.

11.02 Addition of Members. After the creation of the District, a Governmental Unit adjacent to or contained within a Governmental Unit adjacent to, but not part of, the District may join the District as a Member

11.03 Inclusion or Exclusion of Property. The Board may include or exclude property from the boundaries of the District, pursuant to Section 73-25-6 and Section 73-25-17 of the Act.

11.04 Withdrawal of Members. A Member of the District may withdraw from the District by adopting a resolution to withdraw. The Member shall withdraw its representative from the Board of Directors. Real

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

TOWN OF EDGEWOOD

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

CITY OF ESPANOLA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF LOS ALAMOS

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF NAMBE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF OHKAY OWINGEH

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF POJOAQUE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF RÍO ARRIBA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF SAN ILDEFONSO

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF SANTA CLARA

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

CITY OF SANTA FE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF SANTA FE

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

COUNTY OF TAOS

Name _____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

TOWN OF TAOS

Name _____

_____

Title _____

Signature _____

SIGNATURE PAGE

To

NORTH CENTRAL REGIONAL TRANSIT DISTRICT
INTERGOVERNMENTAL AGREEMENT
Dated as of _____

PUEBLO OF TESUQUE

Name _____

Title _____

Signature _____